

DECLARATION UNDER 37 C.F.R. 1.131 / Patrick S. Cunningham
SERIAL NO: 09/777,353

EXHIBIT B

a a c n a***American Association of Computer Network Authors*****Confidentiality Agreement.**

This Agreement is entered into and is effective as of _____, 1998 by and between {COMPANY NAME} ("Contractor"), and the entity named below, referred to herein as "Recipient".

Definition of Confidential Information:

Each party agrees that all information and materials disclosed by a a c n a and Recipient regarding a proposed business deal between the parties, including the terms and conditions of this Agreement and the existence of the discussion between the parties, will be considered and referred to collectively in this Agreement as "Confidential Information". Confidential Information does not include information that is now or subsequently becomes generally available to the public through no fault or breach on the part of either party; either party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving party; is independently developed by either party without the use of any Confidential Information; or either party rightfully obtains from a third party who has the right to transfer or disclose it.

Nondisclosure and Nonuse of Confidential Information:

The parties shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees and trusted subcontractors with a need to know, and each party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The parties accept the Confidential Information for the sole purpose of evaluation in connection with either parties' business discussions with each other. Each party shall not use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of the disclosing party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law.

Miscellaneous:

All Confidential Information remains the property of the disclosing party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether express or implied, as to its accuracy or completeness. Each party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm

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and significant injury to the disclosing party that may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each party may have.

Entire Agreement and Governing Law:

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This agreement will be governed by and construed in accordance with the laws of the State of Texas, excluding that body of Texas law concerning conflicts of law.

Understood and Agreed to by the duly authorized representative of the parties:

Recipient {COMPANY NAME}

By: _____ By: _____

Title: _____ Title: _____

Name: _____ Name: _____

Date: _____ Date: _____

The Non-Disclosure Agreement

Intellectual property and ideas are hot commodities. In the increasingly sophisticated markets of today's companies are finding that their intellectual capital is not only becoming more valuable but may be their most valuable asset.

Protecting intellectual assets is every bit as important as protecting physical assets. Most businesses would not hesitate to prosecute for embezzlement or theft of products in a warehouse. These kinds of theft can obviously hurt a business.

But what about the theft of ideas and intellectual property? Theft of these non-tangibles may give a competitor not only insight into your business but a way to improve their own. And if they steal your competitive advantage, which may be highly probable, they may force you out of business.

I have used and have been required to sign non-disclosure agreements. The two types of conditions I have personally been involved in are a) patented ideas and b) business process ideas. The following are some observations on the non-disclosure agreement as a business tool:

1. Determine what is valuable to your company. This sounds simplistic but many companies do not know what is valuable! For example, many companies consider their financial reports to be secret and confidential. They would never think of allowing any outsider access to these reports. On the other hand, his or her sales and marketing plan may be open to anyone that is willing to look at it. And very often the sales and marketing plan is one of the main weapons in competition wars!
2. When in doubt, use a non-disclosure agreement. If someone refuses to sign one, what does that indicate?
3. Do not believe those that say such agreements are worthless. In many instances such agreements may be legally worthless. But they will make the individual think before they relay your secrets to others!
4. Make certain your form contains what is disclosed. I have actually signed blank non-disclosure forms that do not state what I agreed to not disclose!
5. Make sure your agreement has a clause that identifies both parties in the agreement. Also certain other items like dates, length of non-disclosure, etc., are included.
6. Information that is public knowledge or in the public domain cannot be non-disclosed. (It's not yours anyway!)
7. Have a clause that pertains to the non-discloser's company, affiliates, employees, etc. This is obviously a necessary legal requirement.
8. Include marketing materials, sales sheets, specifications, etc. in your agreement.
9. If you leave prototypes, designs, printed materials, etc. with the non-discloser include a clause to get such materials returned.
10. Use an attorney to review your non-disclosure agreement. To reduce costs, try obtaining a copy of a non-disclosure agreement for your attorney's approval.


The process of non-disclosure is an interesting though tricky one. Of particular interest to me is the non-disclosure of ideas. How can you patent an idea? The courts in the U.S. have usually sided against

such non-disclosures saying one cannot patent ideas -- ideas are in the public domain. Yet these legal areas are murky, vague and in many respects a 'twilight zone'.

Don't give up or get frustrated. Protecting what is yours makes good business sense!


Jack Deal: (408) 457-8806

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Ambrosia Non-disclosure Agreement

NONDISCLOSURE AGREEMENT

AGREEMENT between Ambrosia Software, Inc. ("Ambrosia"), a New York corporation and the undersigned individual. In consideration of each party agreeing to disclose certain confidential proprietary information to the other party, the parties hereto agree as follows:

FIRST: From and after the date of this Agreement, termination or expiration notwithstanding, any information, correspondence, drawings, manuals, and other documents transmitted or communicated by one party (the "Disclosing Party") to the other party (the "Receiving Party") and marked "confidential" or "proprietary", and any information or data orally described as "confidential" or "proprietary", or which the Receiving Party has reason to believe is such, shall be received and treated by the receiving party in secrecy and confidence, and shall not be disclosed by the Receiving Party to any person or firm without the prior express written consent of the Disclosing Party. Such confidential and proprietary information may be disseminated within the Receiving Party's own organization only to the extent reasonably required for the proper evaluation of the Disclosing Party's products.

SECOND: Such restrictions on use or disclosure of information contained in the FIRST paragraph do not extend to any item of information which:

- i. is publicly known at the time of its disclosure to the Receiving Party,
- ii. is lawfully received by the Receiving Party from a third party not bound in a confidential relationship to the Disclosed Party,
- iii. is published or otherwise made known to the public by the Disclosed Party, or
- iv. was generated independently by the Receiving Party, provided, however that before making any use or disclosure in reliance on one of these exceptions, the Receiving Party shall give the Disclosing Party at least ten (10) business days' prior written notice specifying the applicable exception(s) and circumstances giving rise thereto.

THIRD: Each party shall require each of its employees having access to confidential or proprietary information of the other party to enter into appropriate confidentiality agreements and shall use its best efforts to ensure compliance with the terms of such agreements.

FOURTH: Upon three business days' written notice, each party agrees to return any written confidential or proprietary information and all physical media on which software was

received from the other party, with a letter declaring that the information which was contained thereon has in no way been reproduced or copied on to other media.

FIFTH: Each party acknowledges that the other party shall not have an adequate remedy in the event it breaches this Agreement and that the other party will suffer irreparable damage and injury in such event, and it agrees that the other party, in addition to any other rights and remedies, shall be entitled to an injunction restricting it from committing or continuing any violation of this Agreement.

SIXTH: If any provision of this Agreement shall, to any extent, be found to be invalid or unenforceable, the remainder of such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Ambrosia Software, Inc.

DEVELOPER_NAME

By: _____

By: _____

Title: _____

Dated: _____

Dated: _____

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Licensor Disclosure - Teletel to give to Turnkey

Teletel : Non-disclosure and confidentiality agreement

THIS AGREEMENT is made the day of 199..

BETWEEN

Teletel SARL whose registered office is at 101 Rue le Corbusier, SILIC 998, Rungis Cedex, France 99009 ("Teletel") and
whose principal office is at ("Recipient").

WHEREAS:

A. It is envisaged that TELETEL will disclose to the Recipient information of a confidential and proprietary nature as set out in the Schedule hereto ("Confidential Information") for the following purpose:

B. TELETEL is desirous that the Confidential Information be protected on the terms and conditions following.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the free-of-charge disclosure of the Confidential Information by TELETEL to the Recipient, the Recipient undertakes for a period of ten (10) years from the date of this agreement:

a) to hold the Confidential Information in confidence and

to apply to it at least the same degree of care with which the Recipient treats and protects its own confidential or proprietary information;

b) to use the Confidential Information for the purpose set out in Recital A above and for no other purpose;

c) not to copy or reduce to writing any of the Confidential Information except as may be reasonably necessary for the purpose set out in Recital A above;

d) not to disclose the Confidential Information to any third party except in confidence to its employees to the extent necessary to carry out the purpose set out in Recital A above;

e) to procure the performance of the obligations set out in the clauses b), c) and d) above on the part of its employees to whom the Confidential Information is disclosed.

2. The obligations set out in clause 1 above shall apply also to all modified merged versions of the disclosed Confidential Information made by the Recipient but shall not apply to any Confidential Information which:

THE SCHEDULE

The confidential and proprietary information of Teletel to be disclosed comprises:

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Employment

EMPLOYEE NON-DISCLOSURE AGREEMENT

FOR GOOD CONSIDERATION, and in consideration of being employed by _____ (Company), the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
 - a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
 - b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. That upon the termination of my employment from the Company:
 - a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating

in any way to the Company's business, or in any way obtained by me during the course of employ.
I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this _____ day of _____, 19____.

Company

Employee



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